



**Management Group LLC**

P.O. Box 6834  
Lafayette, IN 47903-6834

**"A Facilities Management Company"**

Phone: (765) 477-6694  
Fax: (765) 477-6693

November 23, 2010

**City of West Lafayette**  
609 West Navajo Drive  
West Lafayette, IN 47906

Attention: Joe Payne

Reference: West Lafayette Parks Department – Morton Center

Dear Mr. Payne,

INTAC Management Group, LLC would like to thank you for talking with me in regards to the above referenced projects. If you are in need of a copy of our Certificate of Insurance listing yourself as an additional insured, please let me know and I will have my agent send you a copy.

At your request I have completed my analysis on your building in regards to energy consumption and maintenance costs. Your estimated savings on the energy consumption side without changing any equipment in the facility is 10-15%. Your estimated savings on your current maintenance in the facility is 35-40%. The combined savings should be approximately \$14,000.

In addition to energy savings, we feel that our program will not only reduce your energy and maintenance costs but we will increase your employee and tenant comfort levels. This program will also reduce your nuisance calls and equipment downtime. We cannot put a value on this aspect of our program; this can only be determined by you and your staff.

If you have any questions please don't hesitate to call me at 765-477-6694.

Sincerely,

**INTAC Management Group LLC**

A handwritten signature in black ink, appearing to read "T. Clark", written over the printed name.

Timothy A. Clark  
President

**Management Group LLC**

P.O. Box 6834  
Lafayette, IN 47903-6834

**"A Facilities Management Company"**

Phone: (765) 477-6694  
Fax: (765) 477-6693

November 23, 2010

**City of West Lafayette**  
609 West Navajo Drive  
West Lafayette, IN 47906

Attention: Joe Payne

Reference: West Lafayette Parks Department – Morton Center

Dear Mr. Payne,

INTAC Management Group, LLC would like to thank you for the talking with me in regards to the above referenced projects. This annual agreement will be in effect from January 01, 2011 through December 31, 2015 unless either party gives thirty (30) days written notice to the other of intention to cancel agreement. The CITY OF WEST LAFAYETTE reserves the right to reject any agreement if, on inspection, your inspections, response times, workmanship, billing practices, and services are found to be unsatisfactory to the CITY OF WEST LAFAYETTE Engineers office. Normal hourly rates are based at \$140.00 per hour, City of West Lafayette rates are based at \$120.00 per hour. Quotes for the above referenced work are **not to exceed** numbers as follows:

**Hours Breakdown (Monthly)****Morton Center**

<b>January</b>	<b>6</b>
<b>February</b>	<b>6</b>
<b>March</b>	<b>7</b>
<b>April</b>	<b>7</b>
<b>May</b>	<b>7</b>
<b>June</b>	<b>6</b>
<b>July</b>	<b>6</b>
<b>August</b>	<b>6</b>
<b>September</b>	<b>6</b>
<b>October</b>	<b>7</b>
<b>November</b>	<b>7</b>
<b><u>December</u></b>	<b><u>6</u></b>
<b>Totals</b>	<b>77</b>

\* Any unused monthly hours will carry over into the next month and can be used at different Parks facilities (i.e... Lilly, Tapawingo, Happy Hollow, etc...)

\*\* A review of all hours used and unused will be completed on a quarterly basis by the Parks Department and INTAC.

**West Lafayette Parks Department - Maintenance Contract**

INTAC's scope of work is as follows:

- 1 --Over-see all facility maintenance and energy issues;
- 2 --Receive all phone calls on maintenance issue from Parks Department;
- 3 --Review all maintenance issues and projects;
- 4 --Follow-up all projects for completion;
- 5 --Make any necessary revisions on projects to better serve the City of West Lafayette for the future;
- 6 --Provide contractor sign-in / sign-out data system;
- 7 --Require contractors to supply pricing, labor and materials breakdown, on any project to exceed \$500.00;
- 8--Provide materials, when deemed necessary, to control expenses;
- 9--Review all billings before they are sent on for payment;
- 10-Set-up contracts with vendors to be reviewed quarterly;
- 11-Set-up all contracts (i.e....HVAC, Fire Protection, Generator, Elevators, Garage Doors etc...) to go thru INTAC Management Group LLC. All contract renewal dates with vendors will be the same from year to year.

If you have any questions or comments regarding this information, please call me personally at (765) 447-6694. Upon request, I will provide you with a copy of our Certificate of Insurance. Terms and Conditions are listed on the reverse side of this document.

Sincerely,

**INTAC MANAGEMENT GROUP, LLC**



Timothy A. Clark  
President

Parks Maintenance Program Contract 2011

**FACILITIES MANAGEMENT CONTRACT**  
**INTAC MANAGEMENT GROUP, LLC**  
**PARKS DEPARTMENT/MORTON CENTER MAINTENANCE**  
**PROGRAM**

**EFFECTIVE DATE JANUARY 2011**

APPROVED:

DATE: \_\_\_\_\_

CITY OF WEST LAFAYETTE  
BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_  
John R. Dennis, Mayor

\_\_\_\_\_  
Sana G. Booker, Member

\_\_\_\_\_  
Bradley W. Marley, Member

\_\_\_\_\_  
Elizabeth M. Stull, Member

\_\_\_\_\_  
Jonathon C. Speaker, Member

ATTEST:

\_\_\_\_\_  
Clerk- Treasurer Judith C. Rhodes

CONSULTANT: INTAC Management Group, LLC

BY: \_\_\_\_\_

Signature - Authorized Representative

\_\_\_\_\_  
Timothy A. Clark  
Name (Print)

\_\_\_\_\_  
President  
Title

DATE: December 01, 2010 \_\_\_\_\_

## Terms and Conditions

### GENERAL

1. INTAC Management Group, LLC agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. This Agreement is effective as of January 01, 2011 and will remain in effect until December 31, 2015 unless either party gives thirty (30) days written notice to the other of intention to cancel agreement. The above hourly rate will remain at \$120.00 per hour throughout this entire agreement
3. The customer will provide reasonable access to all areas and equipment and will allow INTAC Management Group, LLC to stop and start equipment as may be necessary to fulfill the terms of the Agreement.
4. All building analysis and tasks will be performed during normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday.
5. The customer will notify INTAC Management Group, LLC of any defect in the system promptly when it becomes known to them.
6. If any emergency call is made at the customer's request, INTAC Management Group, LLC shall charge the customer at the preferred customer rate for such services.
7. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, valued-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or work furnished hereunder or for their use by INTAC Management Group, LLC on behalf of the customer whether such tax shall be local, state, or federal in nature: provided that customer shall not pay any such tax from which it is exempt by law. This will include but not be limited to the recover, recycling, reclamation, handling and disposal of all refrigerants and the additional costs incurred for refrigerant tax and/or increase costs due to shortages.

### LIMITATIONS OF LIABILITY AND INDEMNITIES

1. INTAC Management Group, LLC will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond INTAC Management Group, LLC reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall INTAC Management Group, LLC or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of INTAC Management Group, LLC, by work or action, shall constitute a warranty.
4. INTAC Management Group, LLC warrants materials only to the extent and for the time period said materials are warranted to INTAC Management Group, LLC by the manufacturer(s) of the same. INTAC Management Group, LLC liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by INTAC Management Group, LLC.
5. No acceptance of any payment or instrument marked with any restrictive covenant or other limited or conditional endorsement shall be deemed a waiver of any of INTAC Management Group, LLC rights under this Contract.
6. A late payment charge of 18% (or the maximum interest rate permitted by law) per month, may be applied to Customer's account if monthly invoices are not paid by the due date. The late payment charge is applied to the total unpaid balance due and outstanding. The late payment charge is for costs related to the non-timely payment and shall not be deemed an interest payment. INTAC Management Group, LLC, will make a charge of \$25.00 for any check or negotiable instrument tendered by Customer and returned unpaid by a financial institution for any reason. INTAC Management Group, LLC may demand payment by money order, cashier's check or similarly secure form of payment, at INTAC Management Group, LLC discretion.
7. In the event INTAC Management Group, LLC obtains the services of a collection or repossession agency or an attorney to assist INTAC Management Group, LLC in remedying Customer's breach of this Agreement, including but not limited to the nonpayment for charges hereunder, Customer will be liable for this expense. All litigation and court proceedings will take place in the County of Tippecanoe --Lafayette, Indiana.
8. In the event litigation is commenced to enforce any term or condition of this agreement the prevailing party in such litigation shall be entitled to costs of litigation including a reasonable attorney fee.